would seem to be the proper construction. Persons insuring in a mutual benefit association thereby become members of the association and thus occupy the dual relationship of insurer and insured, and are bound for the necessary assessments to meet the contingencies of the business. *Corey* v. *Sherman,* 96 Iowa 114, 64 N. W. 828, 32 L. R. A. 490; *Commonwealth* v. *Mass. Mut. Fire Ins. Co.,* 112 Mass. 116. The nature of the contract of membership is such, as naturally calls for a varying rate of asssessment; and power to change the rate equitably, from time to time, being expressly granted by such a contract, should be enforced. *Messer* v. *Ancient Order of United Workmen, supra; Gaut* v. *Mutual Reserve Fund Ass'n, supra; Fullenwider* v. *Supreme Council Royal League, supra.* But such a change must not be unreasonable. *Straus* v. *Mutual Reserve Fund Life Ass'n,* 126 N. C. 971, 36 S. E. 352. Any increase of assessments not fraudulently made will be deemed reasonable, however, when such action is necessary to meet the actual contingencies of the business. *Gaut* v. *Mutual Reserve Fund Ass'n, supra.* The same conflict of authority exists where, under such contracts of membership, the association changes the benefits promised in the policy, instead of increasing the assessments. Some authorities deny the association this right, on the ground that the agreement to abide by future laws applies only to the regulation of the insured's duty to the association. *Langan* v. *Supreme Council A. L. of H.,* 174 N. Y. 266, 66 N. E. 932. But, by the better view, the association may legally change the benefits stated in the policy, as well as the stated assessments. *Pain* v. *Societe St. Jean Baptiste,* 172 Mass. 319, 52 N. E. 502, 70 Am. St. Rep. 287; *Stohr* v. *Society,* 82 Cal. 557, 22 Pac. 1125.

JUDGMENTS—EQUITABLE RELIEF—PERJURY.—The defendants in this suit sued, as husband and wife, in a former action against the plaintiff and recovered damages, in which action they testified that they were married. The plaintiffs brought a bill in equity to set aside the judgment on the ground of perjury, it being subsequently discovered that the defendants were not husband and wife. *Held,* no relief will be granted. *Robertson et al.* v. *Freebury et al.* (Wash.), 152 Pac. 5.

Courts of equity have general jurisdiction to grant relief against fraud and to set aside all deeds, contracts, and other instruments obtained by fraudulent practices; and the jurisdiction of the court to grant such relief extends not only to voluntary contracts between parties but also to judgments and decrees of courts. See POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 9129. But it is to the interest of the public that, where a case has been tried in a court having jurisdiction and a judgment duly rendered, the decision should be conclusive between the parties thereto; and, being *res adjudicata,* should not be brought into question again. See *United States* v. *Throckmorton,* 98 U. S. 61. Under these circumstances, the right of appeal from the judgment or a motion for a new trial provides ample protection for the parties. See *Ward* v. *Southfield,* 102 N. Y. 287, 6 N. E. 660. Therefore fraud in obtaining a judgment, in order to justify equitable interference, must prevent an adversary trial of the issue; it must be extrinsic and collateral to the question examined and determined in the former action, and not fraud in the mat-

ter on which the judgment is rendered. *Pico* v. *Cohn,* 91 Cal. 129, 25 Pac. 970, 27 Pac. 537, 25 Am. St. Rep. 159, 13 L. R. A. 336; *Gilter* v. *Russian Co.,* 124 App. Div. 273, 108 N. Y. Supp. 793; *Camp* v. *Ward,* 609 Vt. 286, 37 Atl. 747, 64 Am. St. Rep. 929; *Donovam* v. *Miller,* 12 Ida. 600, 88 Pac. 82, 9 L. R. A. (N. S.) 524. Accordingly, false swearing or perjury is not such extrinsic fraud as will justify the setting aside of a judgment obtained thereby. *Graves* v. *Graves,* 132 Iowa 199, 109 N. W. 707, 10 L. R. A. (N. S.) 216, 10 Ann. Cas. 1104. See *Tovey* v. *Young,* Prec. Ch. 193. Perjury is intrinsic fraud and, though it may be fraud in obtaining the judgment, it does not prevent an adversary trial. *United States* v. *Throckmorton, supra; Mottu* v. *Davis,* 103 N. C. 160, 69 S. E. 63. See POMEROY, EQUITABLE REMEDIES, 3 ed., § 656.

The rule may seem harsh, but public policy demands that there be an end to litigation, even though there be an occasional miscarriage of justice. *Maryland Steel Co.* v. *Marney,* 91 Md. 360, 46 Atl. 1077; *Zeitlin* v. *Zeitlin,* 202 Mass. 205, 88 N. E. 763; *Pico* v. *Cohn, supra.* Many other grounds have been advanced as justifications for this rule. Thus, that a judgment is the highest type of evidence and should not be contradicted. *Greene* v. *Greene,* 2 Gray (Mass.) 361, 61 Am. Dec. 454. And again, that a judgment debtor has his opportunity at the trial and he must be prepared to meet the questions arising, especially when he knew by the pleadings the nature of the facts to be established. *Pico* v. *Cohn, supra; Campbell* v. *Thacher Bros. Banking Co.* (Wash.), 151 Pac. 986; *Young* v. *Lindquist,* 126 Minn. 414, 148 N. W. 455. But this reason is said not to apply when a decree of a court of equity is assailed. See *Graver* v. *Faurot* (C. C. A.), 76 Fed. 257.

Even though the successful party admits the perjury, equity will not interfere, since the admission merely goes to the character of the proof; and to engraft such an exception would render judgments precarious. *Steel* v. *Culver,* 157 Mich. 344, 122 N. W. 95. But, if the successful party or a witness on his behalf is convicted of perjury, many authorities hold that, as the danger of prolonging litigation indefinitely no longer exists, relief should be granted. See *Maryland Steel Co.* v. *Marney, supra; Tovey* v. *Young, supra; Moore* v. *Gulley,* 144 N. C. 81, 56 S. E. 681, 10 L. R. A. (N. S.) 242. Some courts also grant relief, where evidence of the successful party's perjury was discovered after the judgment was rendered, but though no lack of diligence of the complainant's part. See *Boring* v. *Ott,* 138 Wis. 260, 119 N. W. 865, 19 L. R. A. (N. S.) 1080. However, if the perjury relate directly to the court's jurisdiction and not simply to the evidence upon the issue tried, the judgment will be set aside in all jurisdictions. *Edson* v. *Edson,* 108 Mass. 590; *Keyes* v. *Brackett,* 187 Mass. 306, 72 N. E. 986. See *United States* v. *Throckmorton, supra.*

NEGLIGENCE—INJURIES TO CHILDREN—ATTRACTIVE NUISANCE DOCTRINE.—While trespassing in the defendant's factory, the plaintiff's intestate, a boy of thirteen years, was killed by falling down an elevator shaft. The plaintiff sought to recover under the doctrine of attractive nuisance. *Held,* the defendant is not liable. *Nelson* v. *Burnham & Morrill*